

**PROMISSORY NOTE
COMMERCIAL CONSTRUCTION LOAN**

\$1,600,000.00

Tucker, Georgia
August 24, 2007

FOR VALUE RECEIVED, the undersigned, RODRICK BARNETT, a single person, and having a mailing address of [REDACTED] (hereinafter "Maker"), promises to pay to GREATLAND PROJECT DEVELOPMENT, INC., with a mailing address of PO Box 7017, Gilford, NH 03247, (hereinafter "Holder") or order, the sum of One Million Six Hundred Thousand Dollars (\$1,600,000.00) together with interest during the term of this Note at a fixed rate of Thirteen Percent (13%) interest per annum.

Absent demand, the term of this Note is One (1) Year from the date of the Note. Until maturity the Maker shall pay interest only in Twelve (12) consecutive monthly payments of \$17,333.33 each. The first monthly payment is due October 1, 2007 and the final payment plus all principal, accrued interest and charges is due September 1, 2008. All payments made under the Note shall be applied first to charges and/or fees, if any, then to accrued interest at the rate stated above, then to principal.

In addition, Holder may impose upon the Borrower a delinquency charge at the rate of Five percent (5%) on each installment of principal and/or interest not paid on or before fifteen (15) calendar days after such installment is due.

MAKER'S PAYMENTS BEFORE THEY ARE DUE- The Maker has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When Maker makes a prepayment, Maker will tell the Holder in a letter that Maker is doing so. A prepayment of all of the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

The Maker may make a full prepayment or partial prepayments. The Holder will use all of my prepayments to reduce the amount of principal that the Maker owes under this Note. If the Maker makes a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Holder agrees in writing to those delays or changes. The Maker may make a full prepayment at any time. If the Maker chooses to make a partial prepayment, the Holder may require the Maker to make the prepayment on the same day that one of the monthly payments is due. The Holder may also require that the amount of the partial prepayment be equal to the amount of principal that would have been part of the next one or more monthly payments. Any prepayments made shall not be subject to any prepayment charge.

All parties, whether makers, endorsers, guarantors or otherwise hereby waive demand, notice and protest and assent to an extension or postponement of the time of payment or other indulgence.

Upon default of the payment of interest and principal due under this note, or the occurrence of any event of default under a certain Mortgage and Loan Documents of near or even date from Maker to Holder, if said payment is not made or default cured within ten (10) days of the due date, or upon default in the performance of any of the terms and conditions of this Note, if such default is not cured within thirty (30) days of written notice, the entire unpaid balance of principal and interest shall, at the option of the Holder, become due and payable at once without demand or notice.

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No act of delay or omission or commission of Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed a waiver or release of same, such waiver or release to be effective only if set forth in a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent event.

The acceptance by the Holder hereof of any payment after any default hereunder shall not operate to extend the time of payment of any amount then remaining unpaid hereunder or constitute a waiver of any rights of the Holder hereof under this Note.

All of the rights and remedies of the Holder hereof, whether evidenced hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently, and the Holder shall have no duty as to the collection or protection of any collateral held by it or the income thereon, nor as to the preservation of any rights pertaining thereto.

This Note is fully negotiable and upon negotiation shall be enforceable by the Holder in accordance with its terms.

This Note shall be governed exclusively by the laws of the State of New Hampshire. Maker hereby agrees that any action hereon or related hereto may be maintained in a Court of competent jurisdiction located in that state, and consent to the jurisdiction of any such Court for all purposes connected herewith.


In the event of a default on this Note, the Holder thereof shall be entitled in addition to all other amounts due the costs of collection, including reasonable attorneys' fees, and any other expense necessary to protect the interest of the Holder of this Note and any real estate securing this note, and such amounts shall be payable according to the terms of this Note.

Any notice required to be given under this Note shall be given in writing and sent by certified mail postage prepaid, to the last known address of the party to receive the notice or at such other address as may be agreed upon between the parties in writing.

This Promissory Note may be amended, extended or modified only by a writing signed by Holder and Maker. This Promissory Note is secured by a first mortgage of near or even date on a parcel of property located at 1070 Theodore Drive, Atlanta, County of Dekalb, GA 30319.

WITNESS my hand and seal, this 24th day of August 2007.


Witness


Rodrick Barnett

COMMERCIAL CONSTRUCTION LOAN AGREEMENT

THIS AGREEMENT made this ____ day of August 2007, by and between, RODRICK BARNETT an unmarried person having a mailing address of [REDACTED] (hereafter referred to as the "Borrower") and GREATLAND PROJECT DEVELOPMENT, INC., having a mailing address of [REDACTED] hereafter referred to as the "Lender").

WITNESSETH

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE AND AMOUNT OF LOAN. Lender agrees to make a Construction Loan to Borrower, and the Borrower hereby agrees to borrow from Lender and repay to Lender or its assigns the principal sum of One Million Six Hundred Thousand Dollars (\$1,600,000.00) The purpose of this loan is to be a bridge loan to facilitate the construction of non-borrower occupied residential housing on the land located at 1070 Theodore Drive, Atlanta, GA 30319, more particularly described in Exhibit "A", attached hereto. A portion of the funds advanced under this Agreement may be used by Borrower to pay administrative and other non-construction related costs incurred in this transaction. Borrower will pay all interest that accrues on the Note.

Any change in the usage of funds is prohibited.

2. LOAN. The Loan is evidenced by a Promissory Note dated the date hereof, in the original principal amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00). Borrower shall pay Lenders in monthly installments on interest only on the total amount of funds loaned by Lenders.

The above-described obligation is hereinafter referred to as "Note and/or Loan".

3. SECURITY. The above Loan is secured as follows:

3.1 The Borrower shall execute and deliver to Lender at closing a first Mortgage on the Property of the Borrower located at 1070 Theodore Drive, Atlanta, County of Dekalb, GA 30319 and more particularly described in Exhibit A attached hereto.

3.2 The Borrower shall execute and deliver to Lender at closing a Collateral Assignment of Rents and Leases on the Property of the Borrower located at 1070 Theodore Drive, Atlanta, County of Dekalb, GA 30319 and more particularly described in Exhibit A attached hereto.

4. PROCEDURE FOR CONSTRUCTION ADVANCES. Lender shall have no obligation, either express or implied, to Borrower, or to any third parties, to verify that advances made hereunder are actually used to pay for labor or materials used in connection with the construction of the improvements. Lender, in its sole discretion, may elect to verify that advances made hereunder are actually used for the intended purpose, but any such verification on the part of Lender shall not inure to the benefit of the Borrower or any third party. The Lender shall have the right to demand evidence from Borrower and/or its contractors or subcontractors as to the use of funds disbursed. Borrower understands that if amounts properly owing are not actually paid, laborers or materialmen may file liens against the Property. Borrower agrees to assume all risks in the event any Contractor of Borrower fails to pay for all labor and material furnished, or otherwise fails to perform according to the specifications of Borrower's contract with its contractor or subcontractors.

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The proceeds of the Loan shall be advanced at such times as Borrower's contractor has Completed Work in accordance with submitted invoices. Borrower and/or Borrower's contractors or subcontractors shall be entitled to disbursement only upon actual completion of the construction referenced in said invoices and satisfaction of all other conditions to the final disbursement of the Loan. Lender, in its sole discretion, may make disbursement directly to Borrower, Borrower's contractor and/or subcontractors. For each draw Lender shall advance an amount to Borrower, Borrower's contractor and/or subcontractor, as the case may be, in accordance with the submitted invoice. All disbursements made shall be used to pay the cost for which they were disbursed, irrespective of whether said disbursement is made directly to Borrower, Borrower's contractor or subcontractor. Borrower understands that the draw request shall be deemed acceptance of the Work completed to date, and concurrence with the amount requested. Unless such individuals have been already paid, whether directly by Lender or by Borrower, Borrower shall use the Loan proceeds to pay all subcontractors, artisans, laborers and materialmen contributing to the Work which has been accomplished to date.

- 4.1 Borrower shall submit a written draw request for each invoice supplied by Borrower's Contractor and deliver draw and invoice to Lender or its agents at least five (5) business days prior to the date on which such advance is to be made. The draw request shall be in a form acceptable to Lender. If requested by Lender, each such request must be accompanied by additional invoices, receipts, certificates, lien waivers from all contractors, subcontractors, artisans, and materialmen identified in the draw request, and other documents. Lender shall have no obligation to make any advance if, at the time the request for such advance is made, Borrower is in default with respect to any provision of this Agreement or of any instrument referred to herein. Each draw request shall be deemed a representation and warranty by Borrower that no such default exists.
- 4.2 The amount of each construction disbursement shall be for the items listed in the draw request, as approved by Lender, less the total of all amounts previously advanced.
- 4.3 Lender has the right as a condition precedent to permitting draws to require an inspection of the Work by the inspector or appraiser of its choice, and to require a title search of the Property or title policy endorsement, at the expense of Borrower. Borrower will not draw any Loan proceeds until the portion of the Work for which each draw is to pay has been completed by the Borrower, and until Borrower has represented that it either has paid, or with the proceeds of the draw to be received, will pay for all labor and material contributed to the Work up to the date of payment. Borrower acknowledges and agrees with Lender that a failure by Borrower to comply with the covenants made in this paragraph, or to follow the procedures for disbursement of the Loan proceeds designated in this paragraph or any use of the Loan proceeds for a purpose different from that specified in this Agreement shall constitute a default on the Loan by Borrower, thereby enabling Lender, at its option, to accelerate maturity of the Loan and to exercise all remedies provided to it under the provisions of the Note, Security Instrument and this Agreement. If at the time any such draw request is made Lender determines in its sole discretion that there are insufficient funds remaining to be advanced to complete the Improvements in accordance with the Contract, Lender shall have no obligation to advance funds hereunder until such time as Borrower has deposited sufficient funds into the Account which, when added to the remaining funds to be advanced, are sufficient in the opinion of Lender to complete said Improvements in accordance with the Contract.
- 4.4 Upon review and acceptance of the draw request and invoice Lender shall issue a check in the amount of the requested draw to Borrower, Borrower's Contractor and/or subcontractor, as the Lender shall elect.
5. CONDITIONS PRECEDENT TO THE MAKING OF THE LOAN AND DISBURSEMENTS. Prior to the Lender making any disbursement, the Lender must receive all of the items set forth below.
 - 5.1 Certificates of insurance or insurance binders evidencing public liability, workmen compensation, builders risk, fire and extended coverage and such other insurance as Lender may require, in amounts and written by companies acceptable to it, such insurance to contain a standard mortgagee clause endorsed thereon in favor of Lender and providing that the said policies may not be canceled or materially changed without ten (10) days prior written notice to Lender; certified copies of such insurance policies shall be deposited with Lender with evidence that premiums have been paid;
 - 5.2 The Borrower has executed and delivered over the Loan Documents deemed appropriate and necessary by the Lender.

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- 5.3 Receipted real estate tax bills for the Property which secure the Loan for the most recent tax year;
- 5.4 Evidence that the Property is not located in an area identified by the Secretary of Housing and Urban Development as an area requiring special flood insurance or if located in such an area, evidence that appropriate flood insurance has been obtained by Borrower from a company and in a form and content satisfactory to Lender;
- 5.5 A commitment from a title insurance company approved by Lender to issue a first mortgagee's title insurance policy on the Mortgaged Property of the Borrower in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) Note with a final policy on an ALTA Mortgagee's Policy to be delivered within thirty (30) days of closing.
- 5.6 The truth and accuracy, as of the closing date, of all representations and warranties made herein by Borrower and the Guarantor and the receipt by Lender of such documents, certificates of officers of Guarantor as Lender has requested;
6. INSURANCE. The Borrower shall have and maintain at all times insurance listed below. All insurance shall be with a financially sound insurance company authorized to do business in the State of New Hampshire.
- 6.1 Hazard Insurance. The Borrower shall keep or shall cause to be kept improvements now existing or hereafter erected on the premises insured against loss by fire, hazards included within the term "extended coverage", vandalism, malicious mischief, and builder's risk and such other hazards as the Lender may require for its protection and a requirement of ten (10) days written notice to Lender prior to any cancellation. Such insurance shall be in such amounts and coverage equal to the lesser of: (a) the insurable value of the property; or (b) the maximum limit of coverage available. The insurance carriers providing the insurance shall be chosen by the Borrower subject to the Lender's approval, which approval shall not be unreasonably withheld. The insurance shall designate the Lender as payee under a Lender's Loss Payable Endorsement and not merely "loss payee" on personal property and as mortgagee on real estate.
- 6.2 General liability insurance with coverage acceptable to the Lender. Each policy of insurance shall name as the insured there under the Borrower and the Lender.
- 6.3 Application of Hazard Insurance Proceeds. Insurance proceeds shall be applied to restoration or repair of the Mortgaged Premises that are damaged, provided such restoration or repair is economically feasible and the security of this mortgage is not thereby impaired. If such restoration or repair is not economically feasible, or if the security of this mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by the mortgage, with the excess, if any, paid to the Borrower.
- In the event of the distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Mortgaged Premises, any such proceeds payable to the Borrower are hereby assigned and shall be paid to the Lender for application to the sums secured by this mortgage with the excess, if any, paid to the Borrower.
- If the Mortgaged Premises is acquired by the Lender, all right, title and interest of the Borrower in and to any insurance policies and in and to any proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to the Lender to the extent of the sums secured by the mortgage immediately prior to such sale or acquisition.
7. REPRESENTATIONS. In order to induce the Lender to make the Loan hereunder, Borrower represent and warrant in every item set forth below. Each representation is a joint and several warranty from the Borrower.
- 7.1 That Borrower is not a party to any action, suit or proceeding pending, or, to the knowledge of the Borrower, threatened at law or in equity before any Court or administrative officer or agency which brings into question the validity of the transaction herein contemplated or might result in any adverse change in the business or financial condition of the Borrower.
- 7.2 That the Borrower is making this agreement and the consummation of the transaction contemplated herein will not violate any provision of law or result in a breach or constitute a default under any agreement to which Borrower is a part or result in a creation of any lien, charge or encumbrance upon any of its property or its assets, other than those created by the Loan Documents.

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- 7.3 Borrower has filed all tax returns which are required to be filed and have paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments received by them. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state or foreign, for taxes materially in excess of those already provided for and the Borrower knows of no basis for any such deficiency assessment.
- 7.4 Borrower is not a Treatment Storage or Disposal Facility and do not generate, transport or store any type of Hazardous Waste as defined under federal or state law or regulation, contrary to any of the said federal or state law or regulation. Borrower shall comply with all applicable federal, state and local laws, ordinances, rules, regulations and permits relating to the protection of the environment, waters and air of the State of New Hampshire and United States of America; and Borrower has no knowledge of any pending or threatened enforcement action, violation or investigation relating thereto. If at any time the Borrower becomes aware of any violation, they shall immediately notify Lender.
- 7.5 The Borrower has examined and is familiar with all of the covenants, conditions, restrictions, reservations, building laws, regulations and zoning ordinances affecting the property to the best of the Borrower knowledge and belief, the improvements and business is, in all respects, conform to and comply with the requirements of said covenants, conditions, restrictions, reservations, building laws, regulations and zoning ordinances.
- 7.6 The Borrower, if a corporation or limited liability company, is a duly organized and validly existing voluntary corporation in good standing under the laws of the State of New Hampshire and duly qualified to do business therein and in all other jurisdictions in which the nature of its property, or the character of its business, require it to be so qualified.
- 7.7 The Borrower has all requisite power and authority to enter into and to perform under the Loan Documents and has duly authorized the execution, deliver and performance of the Loan documents.
8. AFFIRMATIVE COVENANTS. Until payment in full of the Note and all of the other payments due Lender hereunder and the performance of all of the terms, conditions and provisions of this Agreement and the mortgages, Borrower shall cause the following to be done:
- 8.1 Borrower will punctually pay or cause to be paid the principal and interest to become due in respect to the Note in accordance with terms thereof.
- 8.2 Borrower will promptly pay and discharge all taxes, assessments or other governmental charges which may lawfully be levied or assessed on their income or profits or on any property, real, personal or mixed, belonging to them or upon any part thereof, and also all lawful claims for labor or material and supplies, which, if unpaid, might become a lien or charge upon any such property except that Borrower shall not be required to pay any such taxes, assessments, charges, levies or claims so long as the validity thereof shall be actively contested in good faith by proper proceedings, provided that any such tax, assessment, charge, levy or claim shall be placed in escrow during such proceedings and shall be paid forthwith upon a final adjudication and order to pay from Court of competent jurisdiction.
- 8.3 Borrower will, at all time, cause all of the property to be maintained and kept in such condition and repair that Lender's security will be adequately protected.
- 8.4 Borrower shall deliver or cause to be delivered to the Lender a copy of the Borrower's annual financial statement within ninety days of the Borrowers fiscal year end and other financial information upon the Lender's request.
- 8.5 Additional Assurances. From time-to-time, the Borrower will execute and deliver any and all further, or other, instruments, and perform such acts, as Lender or its counsel may reasonably deem necessary or desirable to confirm and secure to Lender all rights and remedies conferred upon Lender by the terms of this Agreement and by the Note.

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8.6 If Borrower shall at any time default in making any payment of principal of or interest on the Note, Borrower agrees that they will, to the full extent permitted by law, pay to the holder of the Note, in addition to any other amounts that may be due from Borrower to such holder, an amount equal to the costs and expenses of collection or enforcement incurred by such holder in such collection. In addition, the Lender may impose upon the Borrower a delinquency charge as set forth in the Note.

9. CLAIMS OF CONTRACTORS, SUBCONTRACTORS & MATERIALMEN. Borrower shall cause all claims for labor done and materials and services furnished in connection with the Improvements to be fully paid and discharged and shall, if requested by Lender, obtain and provide mechanic's/construction lien releases. Borrower shall be in default under this Agreement if a claim by a potential lien claimant is filed pursuant to applicable law, or, if applicable, a "stop notice" or "withhold notice" is served on Lender pursuant to applicable law, and Borrower has not taken the steps required in the succeeding subsections of this Section 6 to protect Lender against the effects of such action. Until such steps have been taken, Borrower acknowledges that Lender shall have the right, at its option, to withhold all or part of further disbursements of the Loan and of the funds in the Account provided by Borrower or to pay the amount of the claim for the account of Borrower.

9.1 Unless this requirement is waived by Lender, within twenty (20) days after the filing of any claim of lien, Borrower shall either cause the claim to be paid and the lien removed, or if the claim of lien is disputed or contested by Borrower, Borrower shall take whatever steps are appropriate under applicable law to remove the lien, which steps may include the following: (i) Borrower shall record or cause Contractor to record in the Office of the County Recorder in the County in which the Property is located (or in such other municipal or governmental office or court as may be appropriate or required under applicable law), a surety or other bond sufficient to release such said claim of lien; or (ii) Borrower shall commence appropriate court proceedings to cancel the lien and post whatever bonds or security and obtain whatever orders are appropriate to remove the lien as an encumbrance against the Property.

9.2 If applicable law grants contractors, and/or subcontractors or materialmen, the right to file a claim directly against Lender for all or a portion of the Loan Amount, commonly called a "stop notice" or "withhold notice," which notice requires Lender to withhold and not disburse to Borrower a specified amount of Loan funds, then Lender shall have the right to require Borrower to do any of the following: (i) provide any bonds permitted by applicable law which then enable Lender to disburse the funds affected by the claim, or (ii) deposit into the Borrower's Funds Account within five (5) days after demand by Lender funds sufficient to pay the amounts demanded in the claim.

9.3 If Borrower has deposited additional amounts to respond to the claims of any such claimant, then the amount deposited shall be disbursed in accordance with the resolution of the contest either to Borrower or the adverse claimant. Until the contested claim is resolved, the claim shall not constitute a default hereunder as long as, in Lender's sole opinion, the adverse effect of such claim as a lien upon the Property or the Loan funds, or against Lender in any way, may be held in abeyance.

9.4 Borrower shall diligently publish, file or record, or procure such action, to the extent and in the manner applicable law permits:

- (i) a valid notice of cessation within the applicable statutory time frame, and/or
- (ii) a valid notice of completion of the Improvements.

10. RIGHT OF INSPECTION. Borrower, at Lender's request shall furnish Lender with a complete duplicate set of Plans and Specifications. Lender has the right, but not the obligation, during construction of the Improvements to inspect the same and require to be repaired or replaced, at Borrower's expense, any material or workmanship that does not comply with the Plans and Specifications. Such inspections shall be deemed to be for the benefit of Lender only and shall create no liability or responsibility to Borrower; the parties expressly acknowledge that Lender has no obligation to monitor or control the work for Borrower. Lender's agreement to advance funds under this Agreement is expressly conditioned upon its continuing right to inspect the Property. Lender may inspect the Property at any reasonable time to determine the progress and quality of the Work and the condition of the Improvements, but Lender shall not be

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liable for the performance or default of any contractor or subcontractor, or for any failure to construct, complete, protect or insure the Improvements or materials, or for the payment of any cost or expense incurred in connection therewith, or for the performance or non-performance of any obligation of Borrower or Contractor; and nothing, including without limitation any disbursement hereunder or the deposit or acceptance of any document or instrument, shall be construed as a representation, warranty, or waiver express or implied, on Lender's part. Irrespective of a default under the Contract by Contractor or for its failure to complete or perform all Work required of it under the Contract, Borrower shall have no right to offset, counterclaim or defense against Lender because of any claim Borrower may have against Contractor. The obligations arising under the Contract or Plans and Specifications between Contractor and Borrower are separate and independent of any obligations arising hereunder among the undersigned. Lender may perform any inspection by or through any employee, agent, or independent contractor.

11. RIGHT TO WITHHOLD ADVANCES. Lender shall have no obligation to make any advance hereunder if, at the time of the request for such advance, Borrower is in default with respect to any provisions of this Agreement or any of the instruments referred to herein. Each request for an advance hereunder shall be deemed a representation and warranty by Borrower that no default exists under the Security Instrument or under this Agreement. If at the time any such draw request is made Lender determines that there are insufficient funds remaining to be advanced to complete the Improvements in accordance with the Contract, Lender shall have no obligation to advance funds hereunder until such time as Borrower has deposited sufficient funds with Lender which, when added to the remaining funds to be advanced, are sufficient in the opinion of Lender to complete said Improvements in accordance with the Contract.
12. COSTS TO BE PAID BY BORROWER. Borrower will reimburse Lender for all expenses contemplated in this Agreement of any kind which may be incurred by Lender in connection with this transaction, and Lender may deduct from any advance to be made hereunder any amount necessary for the payment of any unpaid interest owing to Lender hereunder or any fees and expenses of or relating to the examination of the title to the Property, surveys, appraisals, re-appraisals, inspection fees, recording fees, wire transfer fees, architect's fees, attorney fees and legal expenses incurred in the enforcement by Lender of any of the provisions contained in this Agreement, and any other amounts necessary for the payment of the costs of said Improvements, whether incurred by an escrow agent or by Lender, and all sums so deducted or applied shall be deemed advances under this Agreement. In addition, Lender has the option, but not the obligation, to pay or discharge any lien or claim upon the Property and to pay any delinquent tax or assessment thereon, and upon such payment, Lender shall be subrogated to the rights of the holder of such lien or claim or the rights of the taxing authority. Lender may also advance any unpaid insurance premiums and obtain and maintain insurance not provided by Borrower or Contractor. Borrower hereby expressly agrees to pay Lender, upon demand, any and all disbursements made under this Agreement together with interest thereon at the rate stated in the Note from the date each disbursement is made, and Borrower agrees that all such disbursements shall become a part of the indebtedness represented by the Note.
13. EVENTS OF DEFAULT. Whenever and as often as any of the following events occur, any one of which will constitute a default by Borrower after the expiration of the applicable grace period in the Promissory Note and certain other documents and instruments including but not limited to this Loan Agreement (collectively, all of such documents, instruments and agreements being herein referred to as the "Loan Documents") Lender may exercise all its rights and remedies upon default as set forth herein:
 - 13.1 If Borrower fails to comply with any of the terms, covenants or provisions contained in the Note, or any of the Loan Documents.
 - 13.1(a) If Borrower fails to comply with any of the terms, covenants or provisions in respect to a certain Note executed in regard to the first Mortgage
 - 13.2 If a receiver or trustee of the property of Borrower whether in bankruptcy or otherwise, shall be appointed and shall not have been dismissed or discharged within sixty (60) days; if Borrower commences any proceeding under any reorganization, arrangement, readjustment of debt, dissolution, bankruptcy or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Borrower any such proceeding or if Borrower makes an assignment for the benefit of creditors; in the event of the business failure of Borrower or if Borrower should be dissolved or cease to do business, subject, in each case, to the applicable grace period in the Loan Documents;

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13.3 If Borrower suffers the creation or existence of any lien, attachment or other encumbrance on the Property, or suffer the sale, transfer or disposition of the Property or any interest therein (whether legal or equitable), without the written consent of Lender; provided, however, that in the event of an attachment or lien junior in all respects to the mortgage and security interests granted in the Mortgage, Borrower shall not be deemed in breach of this provision if within sixty (60) days of the filing of such attachment or lien such attachment or lien is discharged;

13.4 If Borrower fails to pay and discharge all taxes, assessments and/or governmental charges against it or against its properties prior to the date penalties are attached thereto, subject to its right to contest the same as provided in the Loan Documents.

14. RIGHTS AND REMEDIES.

14.1 Upon the occurrence of any Event of Default at the election of the Lender, all of the obligations of the Borrower to the Bank under this Agreement will immediately become due and payable without further demand, notice or protest, all of which are hereby expressly waived. Thereafter, the Bank may proceed to protect and enforce its rights, at law, in equity, or otherwise, against the Borrower, and any Guarantor of the Borrower's obligations, either jointly or severally, and may proceed to liquidate and realize upon any of its security in accordance with the rights of a Mortgagee under RSA Chapter 479 or as a Secured Party under the Uniform Commercial Code, or any Loan Document, any agreement between the Borrower and the Bank relating to the Loan.

14.2 No failure by Lender to give notice of its election to exercise its rights hereunder or under any other agreement shall operate or be deemed a waiver thereof; nor a continuing waiver thereof nor shall a failure to give notice on one occasion preclude its right to give such notice of said default at a later time.

14.3 Borrower shall pay all costs, expenses, charges, including attorney's fees, incidental to or relating to the Loan and to the collection thereof and to the foreclosure of the Loan Documents, including but not limited to, title examination fees, recording and filing fees, appraisals, site inspection fees, auction fees and costs of advertising.

15. NOTICES. All notices, demands and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner.

TO BORROWER:

Rodrick Barnett


TO LENDER:

Greatland Project Development, Inc.
PO Box 7017
Gilford, NH 03247

TO SERVICER:

C, L and M, Inc.
P.O. Box 7603
Gilford, New Hampshire 03247

and shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to Lender and Borrower with ten days of any change affecting this provision.

16. ENVIRONMENTAL.

16.1. Borrower has made such inspections of the property as each deems reasonable and necessary, regarding the presence of hazardous waste or other toxic substances in or on the property. Borrower warrants and represents to Lender that it is not aware of any presence of any hazardous waste or toxic substance in or on the property, whether in containers or otherwise, any storage medium or facilities for hazardous waste or other toxic substances in or on the Property, or the use of any part of the property, for processing or storage of any hazardous waste or other toxic substance. There is excepted from this provision such matters as may pertain to normal utility service to the Property.

i. Borrower herein indemnifies and agrees to hold Lender harmless from any and all liability or claims or causes of action arising from any applicable statute, which Lender may at any time be subject to arising from any interest of Lender in the Property related to the Loan.

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- 17.1 INDEMNIFICATION. Lender and its agents and attorneys will be indemnified and held harmless by Borrower or any other interested parties from any and all actions, claims, demands, damages, costs, expenses, and other liabilities, including without limitation attorney's fees, that any such parties may incur or that in any way relate to or arise out of the construction of the residence, including without limitation those arising out of the negligence of Lender.
18. GOVERNING LAW: Conflicts Between Documents. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. If there is a conflict between the terms of the various loan documents, the following order of priority shall control: (a) Note; (b) this Agreement; and (c) Security Instrument.
19. ASSIGNMENT. Borrower agrees that, without the written consent of Lender, Borrower will not assign this Agreement or any interest therein, or assign or issue an order to Lender for any advances or any part thereof, and that any such purported assignment or order shall be null and void, and Lender shall not be obligated to recognize, accept, or fulfill any such assignment or order. This Agreement shall be binding upon Borrower and Lender, and their respective heirs, devisees, successors, representatives and assigns.
20. SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and of the Note and the Mortgage.
21. CONSTRUCTION AND AMENDMENT. This Loan Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. This Agreement may not be changed, amended or terminated orally but only by agreement in writing and signed by the party against whom enforcement of any change, amendment or termination is sought.
22. SUCCESSORS AND ASSIGNS. All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith shall, whether so expressed or not, bind and inure to the benefit of the successors and assigns of the Borrower and the Guarantor and Lender.
23. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
24. WAIVER: REMEDIES CUMULATIVE. No exercise, partial exercise, failure or delay on the part of the Lender in exercising any power or right hereunder, or under the Note, Mortgage or Security Agreement or the Loan Documents, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein or in the Note, Mortgage or Security Agreement or the Loan Documents is intended to be exclusive, to any other remedy, and each and every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise, may be sought by the enforcing party.
25. ENFORCEABILITY. In the event that any provision of this Agreement or any other instrument executed at closing or the application thereof to any person or circumstances shall be declared unenforceable by a Court of competent jurisdiction, the remainder of such agreement shall nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are deemed separate.

WITNESS our hands the date first above written.

BORROWER(S):


Rodrick Barnett

SECURED PARTY:

By:

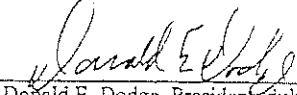

Donald E. Dodge, President, duly authorized
of Greatland Project Development, Inc.

Exhibit A.
Property Description
1070 Theodore Drive, Atlanta, County of DeKalb, GA 30319

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 275 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the North side of Theodore Drive three hundred seventy two and forty-five hundredths (372.45) feet Easterly of the Northeast corner of Georgia Avenue and Theodore Drive; running thence Easterly along the North side of Theodore Drive sixty-two (62.00) feet to a point; thence Northerly two hundred eighty five (285) feet to a point; thence Westerly sixty-two (62.00) feet to a point, thence Southerly two hundred eighty eight (288) feet to the North side of Theodore Drive and the point of beginning.

The above-described property being a portion of that certain property shown as Parcel One in that certain Deed of Assant to Christine Allen Sanford Jackson, dated October 1, 1993, and recorded at Deed Book 7862, Page 126, DeKalb County Records.

RB

ADDENDUM TO CONSTRUCTION LOAN AGREEMENT

THIS ADDENDUM to the Commercial Construction Loan Agreement made this _____ day of August 2007, by and between, RODRICK BARNETT a single man, and having a mailing address of [REDACTED] (hereafter referred to as the "Borrower") and GREATLAND PROJECT DEVELOPMENT, INC., having a mailing address of PO Box 7017, Gilford, NH 03247 (hereafter referred to as the "Lender").

Pursuant to paragraph 1 of the Commercial Construction Loan Agreement a portion of the funds advanced under this Agreement may be used by Borrower to pay administrative and other non-construction related costs incurred in this transaction. Borrower and Lender agree that the monthly payment amount of \$17,333.33 shall be paid directly from the proceeds of the Loan for a period of twelve (12) months. Borrower hereby authorizes the Lender and any future holder of the Note or successor in interest to Lender and any servicer of the Loan to pay the amount of \$17,333.33 to the holder of said Note.

[REDACTED]

RODRICK BARNETT

Donald E. Dodge

DONALD E. DODGE, PRESIDENT, DULY AUTHORIZED OF GREATLAND PROJECT DEVELOPMENT, INC.

Return to:
Law Office of Gould & Burke, PLLC
P.O. Box 666
Meredith, New Hampshire 03253

COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT made this _____ day of August 2007 (hereafter referred to as the "Agreement"), by and between RODRICK BARNETT, a single man, with a mailing address of [REDACTED] (hereafter referred to as "Assignor") and to GREATLAND PROJECT DEVELOPMENT, INC., having an address at PO Box 7017, Gilford, NH 03247, (hereinafter referred to as "Secured Party" and/or "Assignee");

WITNESSETH

WHEREAS, Secured Party has extended financing to the Assignor in the sum of One Million Six Hundred Thousand Dollars as evidenced by a Promissory Note (the "Note") dated August 24, 2007, in the original principal amount One Million Six Hundred Thousand Dollars bearing interest at the rate set forth therein payable to Lender or order;

WHEREAS, pursuant to a Loan Agreement, Assignor has executed and delivered a real estate Mortgage (hereinafter the "Mortgage") upon certain premises located at 1070 Theodore Drive, Atlanta, County of DeKalb, GA 30319, and more particularly described in "Exhibit A", attached hereto (hereinafter the "Premises") (collectively, the Note, the Mortgage and Loan Agreement and other documents delivered therewith or related thereto are referred to herein as the "Loan Documents");

WHEREAS, the Premises may in the future be subject to leases, subleases, concessions, licenses or other use agreements with third parties (hereinafter the "Lease" or "Leases"); and

WHEREAS, as partial security for the Assignor's payment and performance under the Loan Agreement and the Note, the Assignor has agreed to assign all the Assignor's rights, title and interest in the Leases;

NOW THEREFORE, in order to induce Assignee to make the loans and secure the Notes, the parties stipulate and agree as follows, to wit:

1. ASSIGNMENT.

In consideration of the acceptance by the Assignee of Assignor's Note in the principal amount of One Million Six Hundred Thousand Dollars the Assignor hereby does ASSIGN, TRANSFER AND SET OVER unto the Assignee, the entirety of the Assignor's rights, title and interest in and to any and all Leases, whether heretofore executed or hereafter executed related to the Premises, for the purposes of securing the payment of the Note, the same payable or to be payable to Secured Party, including principal and interest and any and all other sums as may become due either there under or under the Mortgage and Documents.

In addition, the Assignor assigns to the Assignee all rents (and payments in lieu of rents), additional rents, income, profit, payments and real property tax payment, at any time payable under any and all existing Leases and future Leases.

RB

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2. WARRANTIES AND REPRESENTATIONS.

Assignor hereby warrants and represents to Secured Party that, as of the date hereof and until the Notes has been paid in full:

- A. Assignor will be the sole, legal and beneficial owner of the Leases and such Leases have not been, and will not be, mortgaged, pledged, assigned, or in any manner encumbered or hypothecated except as set forth in this Agreement;
- B. Each Lease, if any, is and will be valid and enforceable in accordance with its terms;
- C. No Lease has now or will be entered into for less than the full fair rental value thereof, in cash, as from time to time dictated by Assignor's rental schedules, nor will the Assignor allow prepayment of said rental, except with the written agreement of the Secured Party.

3. INTERPRETATION.

This Assignment shall constitute a present and absolute assignment to Assignee as of the date hereof. However, except as otherwise provided in the Loan Documents, so long as there is no Default (as defined in Paragraph 4 below) by Assignor in the performance of any term, undertaking, condition, representation, warranty, obligation, covenant or agreement contained in this Assignment, the Loan Documents or the Leases, as the same are to be performed by Assignor, Assignor shall have the right to collect at the time of, but not prior to, the date provided for payment, all rents, income and profits arising under the Leases and to retain and use the same in accordance with the terms and provisions of the Loan Documents.

4. DEFAULTS AND REMEDIES.

- A. Definition. "Default" shall mean (i) the existence of any Event of Default, as defined in the Loan Documents, or (ii) a breach of any covenant, agreement, term, condition, obligation, representation, warranty or undertaking of Assignor contained in this Assignment and the continuance of such breach without cure for thirty (30) days after notice unless specified otherwise in the Loan Documents.
- B. Remedies. In addition to any and all remedies contained in the Loan Documents, in the event of a Default, Assignee shall have the rights and remedies set forth below and may exercise such rights and remedies prior to, simultaneously with or subsequent to the exercise of any rights and remedies under any of the other Loan Documents either in person or by its agent; with or without bringing any action or proceeding or having a receiver appointed by a court; without regard to the adequacy of the security for the obligations referred to in this Assignment and the Loan Documents; [without notice to or demand on Assignor]; and without releasing Assignor from any obligations under this Assignment and the Loan Documents; and at Assignor's sole cost and expense to:
 - (i) receive all rents, income, payments and other amounts arising or accruing under the Leases or from the Property; and
 - (ii) collect, sue for, settle, compromise or releases for all of the rents and other payments that may become due under the Leases and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as Assignor might have pursued but for this Assignment; and
 - (iii) take possession of the Property, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper and, either with or without taking possession of the Property, in its own name, make from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee.
- C. Notice. Tenants are hereby irrevocably authorized and notified to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or other sums which may be, or hereafter become, due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and tenants shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing.

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D. Proceeds. Assignee shall have the right to apply all amounts received by it pursuant to this Paragraph 4 or any other provision of this Assignment to the payment of any of the following in such amounts and in such order as Assignee shall deem appropriate:

- (i) the obligations under this Assignment and the Loan Documents, together with all costs and attorneys' fees;
- (ii) all expenses of leasing, operating, maintaining and managing the Property, including without limit, the salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Assignee deems necessary or desirable; all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, and premiums for all insurance as Assignee deems necessary or desirable; the cost of all alterations, renovations, repairs or replacements; and all expenses incident to taking and retaining possession of the Property.

5. EXCULPATION AND INDEMNIFICATION.

This Assignment shall not cause Assignee to be (i) a mortgagee in possession; (ii) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligation, representations, warranties, covenants and conditions of the Leases; or (iii) responsible or liable for any waste committed on the Property by the tenants or any other parties, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person. Assignor hereby indemnifies and holds Assignee harmless from and against any and all such liability, loss, damage, cost or expense (including attorneys' fees) which Assignee might incur or suffer under the Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms, undertakings, obligations, representations, warranties, conditions, covenants or agreements contained in any of the Leases. Should Assignee incur or suffer any liability, loss, damage, cost or expense (including attorneys' fees) under the Leases or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such liability, loss, damage, cost, expense and attorneys' fees shall be considered an obligation to the Assignee and Assignor shall pay the same to Assignee upon demand by Assignee. Upon the failure of Assignor to so pay Assignee, all sums owing under this Assignment and the Loan Documents shall be immediately due and payable, at the option of Assignee.

6. SUBSEQUENT ASSURANCES.

Assignor hereby agrees with the Secured Party that any and all subsequently executed Leases will, ipso facto, become subject to the provisions hereof without the necessity of any further action on the part of the Assignor or Secured Party, but the Assignor will promptly upon request by Secured Party, execute and deliver to Secured Party such further assignments thereof as Secured Party may request.

7. ADDITIONAL SECURITY.

Secured Party may take or release additional security, and may release any party primarily or secondarily liable for the repayment of the Note, may grant extensions, renewals or indulgences with respect to the Note and may apply any other security therefore held by it to the satisfaction of the Note, without prejudice to any of its rights hereunder.

8. FORECLOSURE.

Upon issuance of one or more deeds pursuant to any judicial or non judicial foreclosure of the Mortgage or one or more deeds in lieu of foreclosure, all right, title and interest of Assignor in and to the Leases shall, by virtue of this Assignment, vest in and become the absolute property of the grantee or grantees of such deed or deeds without any further act or assignment of Assignor.

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Assignor hereby irrevocably appoints Assignee, and its successors and assigns, as its attorney-in-fact, to: (i) execute all instruments of assignment or further assurances in favor of such grantees of such deed or deeds, as may be necessary or desirable for such purposes; and (ii) after a Default under this Assignment, take any other action specified in paragraphs 4 A. through D., inclusive, hereof; provided, however, that Assignee as such attorney-in-fact shall only be accountable for such funds as are actually received by Assignee. Nothing contained in this Assignment shall prevent Assignee at Assignee's sole discretion from terminating any subordinate Lease through such foreclosure. Nothing contained in this Assignment shall in any way invalidate or impair any written non disturbance agreement that Assignee has executed with the tenant under any such subordinate Lease.

9. UNIFORM COMMERCIAL CODE

In addition to its being, but without limiting or impairing its validity as, an assignment of contract rights or lien on the estate in land, this Agreement shall also constitute a security agreement under Article Nine of the Uniform commercial code as enacted in Georgia creating in favor of Assignee, until the Note is fully paid and the Loan Documents are fully performed, a first and prior security interest to the Leases and all Assignor's rights thereunder. Accordingly, Assignor hereby acknowledges unto Assignee that Assignee shall have the right, in addition to any and all other rights, remedies and recourse as afforded to in hereunder, under the Note all rights and remedies afforded to secured parties by the Uniform commercial code. Assignor hereby agrees with Assignee to execute and deliver to Assignee, in form satisfactory to Assignee, such financing statements or other assurances as Assignee may reasonably require to create, perfect and preserve the security herein created and to cause such statements and assurances to be filed and/or recorded at such time and place as to accomplish the same as Assignee may reasonably request.

10. HEIRS, SUCCESSORS AND ASSIGNS.

Subject to the limitations elsewhere contained in this Assignment and the Loan Documents, the terms of this Assignment shall be binding upon and inure to the benefit of the heirs, successors and assigns of Assignor and Assignee, including without limit, any subsequent owner of the Property. There are no third party beneficiaries of this Assignment.

10. LAW.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Georgia.

11. WAIVER.

No exercise of any right or remedy hereunder shall preclude the exercise of any other right or remedy or the later exercise of the same right or remedy. Waivers and approvals under this Assignment shall be in writing and unless otherwise expressly stated, waivers and approvals shall apply only to the specific circumstances addressed.

12. ENTIRE AGREEMENT INCORPORATION.

This Assignment shall not be amended or modified in any way except by written instrument which is executed by all parties hereto.

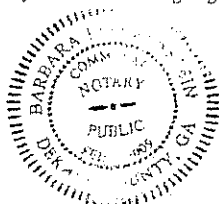
WITNESS our hands the date first above written.


ASSIGNOR(S):


RODRICK BARNETT

STATE OF GEORGIA
COUNTY OF DeKalb

On this 24 day of August 2007, before me, the undersigned officer personally appeared RODRICK BARNETT, known to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the foregoing instrument for the purposes therein contained.




Notary Public/Justice of the Peace

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Exhibit A.
Property Description
1070 Theodore Drive, Atlanta, County of DeKalb, GA 30319

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 275 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the North side of Theodore Drive three hundred seventy two and forty-five hundredths (372.45) feet Easterly of the Northeast corner of Georgia Avenue and Theodore Drive; running thence Easterly along the North side of Theodore Drive sixty-two (62.00) feet to a point; thence Northerly two hundred eighty five (285) feet to a point; thence Westerly sixty-two (62.00) feet to a point, thence Southerly two hundred eighty eight (288) feet to the North side of Theodore Drive and the point of beginning.

The above-described property being a portion of that certain property shown as Parcel One in that certain Deed of Assant to Christine Allen Sanford Jackson, dated October 1, 1993, and recorded at Deed Book 7862, Page 126, DeKalb County Records. A

RB

PARTIAL ASSIGNMENT OF MORTGAGE

THIS PARTIAL ASSIGNMENT OF MORTGAGE (hereinafter referred to as the "Assignment") is made as of this 24th day of August 2007 by Greatland Project Development, Inc., whose address is PO Box 7017, Gilford, NH 03247 (hereinafter referred to as the "Assignor") for the benefit of Dodge Financial, Inc., Trustee of the Theodore Drive 2007 Realty Trust, whose address is PO Box 7017, Gilford, NH 03247, (hereinafter referred to "Assignee").

WITNESSETH:

WHEREAS, "Assignor" is the holder of that certain Mortgage and Collateral Assignments of Rents and Leases together with the debt and Note secured thereby, in the original principal sum of One Million Six Hundred Thousand Dollars (\$1,600,000.00) given by Rodrick Barnett as "Mortgagor" to Greatland Project Development, Inc., which Mortgage is recorded at at Book _____, Page _____ et seq. and Collateral Assignment of Rents and Leases is recorded at Book _____, Page _____ in the County of Dekalb Registry of Deeds and said Mortgage and Collateral Assignment of Rents encumber and are a liens upon certain real property located at 1070 Theodore Drive, Atlanta, County of Dekalb, GA 30319 and described in Exhibit "A" of said Mortgage (hereinafter referred to as the "Premises"); and,

WHEREAS, Assignor is desirous of assigning a portion of said Mortgage and Collateral Assignment of Rents and Leases, together with the Note and the debt therein described, to Assignee; and

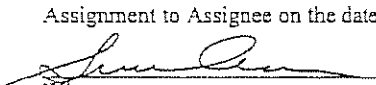
WHEREAS, "Assignee" is desirous of receiving and holding a portion of said Mortgage and Collateral Assignment of Rents and Leases, together with the Note and the debt therein described, from Assignor.


NOW, THEREFORE, for and in consideration of the sum of One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00) paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heirs, successors and assigns, forever all of its right, title and interest in, to and under said Mortgage and Collateral Assignment of Rents and Leases described above, together with the debt and Note secured thereby; together with any and all rights, interests and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgagor, its successors or assigns in the same.
2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and Collateral Assignment of Rents and Leases and that there are no other holders of said Mortgage and Collateral Assignment of Rents and Leases or any interest therein or in the note and debt secured thereby.

3. Governing Law. This Assignment shall be governed, construed and interpreted by, through and under the laws of the State of Georgia.
4. Headings. Paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment to Assignee on the date hereof.



Witness


Donald E. Dodge, President, duly authorized of
Greatland Project Development, Inc.
Assignor

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this 24 day of August 2007, before me, the undersigned officer, personally appeared, Donald E. Dodge, President, duly authorized of Greatland Project Development, Inc., known to me to be the person whose name is subscribed to the within instrument, and acknowledged that the foregoing is true to the best of his/her knowledge and belief.

IN WITNESS WHEREOF, I hereunto set my hand and seal.


Notary Public
(SEAL)

My commission expires: _____



DECLARATION OF TRUST
OF
THEODORE DRIVE 2007 REALTY TRUST

I, Donald Dodge, President, duly authorized of Dodge Financial, Inc., PO Box 7017, Gilford, NH 03247, hereinafter called the "Trustee" DO HEREBY DECLARE that I and my successors in trust hereunder will hold and administer any and all property and interests in property, hereinafter called the "Trust Property", delivered or transferred to me as Trustee, and I will hold any proceeds from such property payable to me as Trustee, IN TRUST, for the sole benefit of the persons and their successors in interest, hereinafter called the "Beneficiaries", who are set forth in a separate schedule, hereinafter called the "Schedule of Beneficial Interests", signed and acknowledged by the Trustee and the Beneficiaries, in the proportions therein contained and for the purposes, in the manner, and with, and subject to the terms and provisions, hereinafter set forth.

ARTICLE I
TITLE OF TRUST: RECORDING

- A. This Declaration of Trust, hereinafter called the "Trust", shall be known as the Theodore Drive 2007 Realty Trust and under that name, so far as legal, convenient and practicable, shall, all business carried on by the Trustee be conducted and shall all instruments in writing by the Trustee be executed. The Trustee may be referred to as the "Trustee".
- B. This Trust may be recorded in any Registry of Deeds or other public office.

ARTICLE II
PURPOSE OF TRUST: CERTAIN COVENANTS OF THE TRUSTEE

- A. This Trust has been created to purchase, acquire, sell, develop, construct, hold, improve, manage, finance and generally invest in all kinds of real and personal property and for the purpose of sharing among the Beneficiaries, in accordance with the proportions set forth in the Schedule of Beneficial Interests, the benefits of any and all investments, distributions and/or income, gains and profits derived from the Trust Property net of Trust expenses. The Trustee shall hold the principal of this Trust and receive the distributions and income therefore for the exclusive benefit of the Beneficiaries.

- B. The Trustee do hereby covenant and agrees with the Beneficiaries that they will hold, manage and administer the Trust Property and the income, gains and profits therefrom, subject to the terms and provisions of this Trust. All property hereinafter delivered to the Trustee and accepted by them, including any and all of the proceeds from such property shall be held, managed and administered by the Trustee in trust for the purposes and upon the terms and provisions set forth herein.

ARTICLE III

RIGHTS RESERVED BY THE BENEFICIARIES

- A. This Trust may, at any time or from time to time, be altered, amended, revoked or terminated, in whole or in part, by two-thirds of the Beneficiaries. The Trustee shall, if directed in writing by two-thirds of the Beneficiaries, transfer, convey, and pay over to all of the Beneficiaries, or as they may direct in writing, all or any portion of the Trust Property then held hereunder and, in case of any alteration or amendment of this Trust, the Trustee shall thereafter hold the Trust Property for the purposes and upon the terms and provisions as so altered or amended.
- B. Any alteration, amendment, revocation or termination of this Trust pursuant to this ARTICLE III shall become effective when an instrument, signed and acknowledged by the Trustee, is recorded in the Registry of Deeds or other public office where this Trust is recorded.
- C. Any third party dealing with the Trustee shall always be entitled to rely upon a certificate in writing, signed and acknowledged by the Trustee, as to what, if any, alteration, amendment or modification has been made to this Trust and as to who are the present Trustee.
- D. The Schedule of Beneficial Interests may be altered, amended or modified in any of its provisions by means of an instrument in writing, signed and acknowledged by all of the Beneficiaries so affected by the change and such alteration, amendment or modification shall become effective upon the signed and acknowledged written acceptance of the Trustee hereunder. The Schedule of Beneficial Interest shall not be recorded in any Registry of Deeds or other public office.
- E. If any one or more of the Beneficiaries shall die or become physically or mentally disabled, (a) the Executor, Administrator or other persons representative of a deceased Beneficiary or (b) the legal representative of a physically or mentally disabled Beneficiary, as the case may be, shall have the full power and authority to exercise the foregoing rights reserved by the Beneficiaries under this ARTICLE III.

ARTICLE IV

PROVISIONS FOR THE BENEFIT OF THE BENEFICIARIES

- A. During the term of this Trust, the Trustee shall hold, administer and distribute the Trust Property. The Trustee shall receive and collect the income and proceeds of the Trust Property and, after paying all proper and reasonable charges and expenses, he

may, in his sole and absolute discretion, make distribution of part of or all of the net income, or of the principal of this Trust, to or for the benefit of the Beneficiaries, in the proportions set forth in the Schedule of Beneficial Interests, whenever the Trustee deems such distributions to be advisable, even to the extent of exhausting the entire Trust Property if that, in his sole and absolute discretion, should be considered advisable. Unless so distributed to the Beneficiaries by the Trustee, the net income of this Trust shall be added to the principal annually. The Trustee shall also make distributions of such part or all of the net income or of the principal of this Trust, as the two-thirds of the Beneficiaries, may from time to time request in writing.

- B. The interest of any of the Beneficiaries hereunder, either as to income or principal, shall not be anticipated, attached, alienated or in any other manner assigned, transferred or pledged, or promised prior to its receipt, nor shall it be applied to or held liable for any debts or obligations of any of the Beneficiaries or be taken or reached by or be subject to any legal, equitable or other process, including any insolvency or bankruptcy proceedings, or be subject to the interference or control of creditors, spouses or others in any way or manner.
- C. Notwithstanding anything herein contained to the contrary, unless sooner terminated, as provided in ARTICLE III, this Trust shall terminated twenty (20) years after the death of the original Trustee and upon such termination, the successor Trustee shall pay over, transfer and convey the Trust Property, free and discharged of all trusts hereunder, to the Beneficiaries, in accordance with their proportionate interests as set forth in the Schedule of Beneficial Interests; provided however, that it shall be the duty of the Trustee, and his powers shall continue for that purpose, to prosecute and defend all suits and other proceedings at the time of such termination, and to transfer and convey the net proceeds of any additional Trust Property acquired thereby to the Beneficiaries and thereupon terminate this Trust, but the Trustee may always retain such part of the Trust Property as he shall deem necessary to indemnify himself against costs and expenses of such proceedings and against such judgments or decrees as have been or may be entered against him.

ARTICLE V
PROVISIONS RELATING TO THE TRUSTEE

- A. The Trustee shall signify his assent to act as Trustee by affixing his signature, duly acknowledged, to this Trust. This assent shall qualify the Trustee and shall be a condition precedent to the right to act as Trustee.
- B. The Trustee shall render an account of the administrations of this Trust, upon the request of those Beneficiaries who were eligible to receive distributions during the period covered by the account. The assent by two-thirds of the Beneficiaries who, for the period of any accounting, were entitled or eligible to receive distributions from this Trust and who were of full age and legal capacity shall, in the absence of fraud, make such account final, binding and conclusive upon all persons then

having, or who may thereafter have any interest in the Trust Property. The failure of any such person to object to any such account by writing, delivered personally, or by certified mail, to the Trustee within sixty (60) days of receipt of a copy of the account, shall be deemed to be an assent by such person. The assent of the Administrator, Executor or legally appointed representative of the estate of a deceased Beneficiary, shall be final, binding and conclusive upon all persons then having, or who may thereafter have any interest in the Trust Property.

- C. In the event that a Trustee shall resign or be removed, or in the event that any vacancy shall otherwise occur in the office of Trustee, whether by death, mental or physical incapacity or other permanent inability to act in said office, then a successor Trustee may be appointed within sixty (60) days by a writing signed by two-thirds of the Beneficiaries. Any successor Trustee hereunder shall attach his or its written acceptance, duly acknowledged, of the trusts herein created to an original copy of this Trust. The appointment of a successor Trustee shall take effect when a certificate of such appointment, signed and acknowledged by such successor Trustee, is recorded in the Registry of Deeds or other public office where this Trust is recorded. Any successor Trustee shall be vested with title to the Trust Property, without the necessity of any act of transfer or conveyance, he or it shall have all of the power, authority and discretion conferred upon the original Trustee, and he or it shall not be responsible for the acts or omissions or the accounts of any prior Trustee.
- D. Any Trustee, at anytime serving hereunder, may resign as Trustee by delivering personally, or by certified mail, to all the Beneficiaries and to every other Trustee, an instrument in writing setting forth such resignation, duly signed and acknowledged by the resigning Trustee, giving at least thirty (30) days written notice prior to the effective date of such resignation. The notice of resignation of a Trustee shall be recorded by the remaining Trustee or Trustee in the Registry of Deeds or other public office where this Trust is recorded. Any Trustee, at any time serving hereunder, may disclaim or release any power, authority, or discretion hereunder, in whole or in part, by delivering personally, or by certified mail, to all of the Beneficiaries and to every other Trustee, an instrument in writing setting forth such disclaimer or release, duly signed and acknowledged by such Trustee. Said disclaimer or release may be for such period of time as such Trustee may specify without, in any way, affecting the continuing of this Trust, or the power, authority or discretion of any other Trustee.
- E. Two-thirds of the Beneficiaries may remove any Trustee, at any time serving hereunder, by delivery personally, or by certified mail, to said Trustee an instrument in writing signed by them, providing at least thirty (30) days notice of removal. Following the delivery of the notice of removal, an instrument in writing, specifying the name of the Trustee so removed, signed and acknowledged by the remaining Trustee or Trustee, shall be recorded in the Registry of Deeds or other public office where this Trust is recorded.
- F. The resignation, removal, death or incapacity of a Trustee shall not terminate this Trust. If any Trustee shall, at any time, be temporarily mentally or physically incapacitated to perform his fiduciary duties and responsibilities, it shall be

necessary for him to resign or be removed for this Trust to continue in operation, but the remaining Trustee or Trustee may fulfill all fiduciary duties and responsibilities during such temporary absence or incapacity as though the Trustee so absent or incapacitated were deceased at that time and had no successor. Any Trustee, at any time serving hereunder, may, for the duration of any temporary absence from the United States of America on his part, or of any temporary mental or physical incapacity or for a specified period which he expects to be the duration of any such absence or incapacity, authorize the other Trustee or Trustee in a writing, duly acknowledged, to perform his fiduciary duties and responsibilities during such absence or incapacity or during such specified period, as though the Trustee so absent or incapacitated were deceased at that time and had no successor, but with power, however, to act on behalf of and in the name of the Trustee so absent or incapacitated. Such authority may be revoked in a writing, duly acknowledged, at any time.

- G. No purchaser or other person dealing with the Trustee or any Trustee purporting to act under any power or authority granted in, or given by any Trustee in purported compliance with this ARTICLE V or any part or parts of it, need to inquire into the existence of facts upon which such purported power or authority depend or into the question of whether such purported power or authority remains in effect at such time.
- H. Any act or thing done by the Trustee, or by an agent of this Trust under written authority from the Trustee, shall, as to all persons dealing with the Trustee, be conclusively deemed to be within the purposes of this Trust and within the powers of the Trustee. No purchaser, lender, individual, firm, corporation, association, partnership, trust or any other legal entity, or any officer or agent thereof, dealing with the Trustee, shall be bound to make any inquiry concerning the validity of any sale, mortgage, pledge, guaranty, loan or purchase purporting to be made by the Trustee or be liable for the application of any money paid or loaned.
- I. A written certificate, duly acknowledged by anyone who appears from the original Trust or any amendment thereof to be Trustee, as to any facts relative to this Trust, or as to who are the Beneficiaries hereunder, may always be relied upon and shall always be conclusive evidence in favor of any purchaser, lender, individual, firm, corporation, association, partnership, trust or any other legal entity, or any officer, or agent thereof, and any other person dealing in good faith with the Trustee in reliance upon such statement.
- J. No Trustee, at anytime serving hereunder, shall be required to give any bond or other security for the faithful performance of such Trustee's duties in any jurisdiction whatsoever or, if any such bond shall be required, no surety shall be required thereon. No Trustee shall be liable or responsible in any way for any act or default of any other Trustee or for any loss or expense from or occasioned by anything done or neglected to be done by any other Trustee.
- K. The Trustee shall keep proper books, accounts and records of this Trust at all times. The fiscal year of this Trust shall be the calendar year and the Trustee shall prepare and file all federal and state income tax returns in accordance with such fiscal year.

The Trustee shall maintain a mailing address for this trust at PO Box 7017, Gilford, NH 03247, but additional mailing addresses may be maintained at locations as may, from time to time, be designated by the Trustee.

ARTICLE VI
TRUSTEE'S POWERS

The Trustee shall have all powers conveyed to Trustee under the Uniform Trustee's Powers Act - State of New Hampshire RSA 564-A.

- A. It is the intention of the Beneficiaries to give the Trustee wide discretion in matters of management of the Trust Property and the foregoing enumeration of powers is not intended to exclude other powers reasonably incidental to such management.
- B. All powers and authorities granted to the Trustee and all acts performed by him in accordance with such powers and authorities, shall be exercised by the Trustee in his sole and absolute judgment and discretion.
- C. In any case in which the Trustee is required to divide or distribute the Trust Property in parts or portions, the Trustee is authorized and empowered, in their sole and absolute discretion, to make such divisions of distributions in cash or in kind, or partly in each.
- D. The Trustee shall be entitled to receive reasonable-compensation for his services. He shall be entitled to be reimbursed out of the Trust Property and, until being reimbursed, shall have a lien on such Trust Property for all costs, expenses and liabilities he may suffer or incur by reason of his fiduciary duties and responsibilities hereunder. No Trustee shall ever be personally liable or responsible for any act or omission or for any involuntary losses or for any loss or damage except as caused by his own individual bad faith or actual fraud. The Trustee may, from time to time, consult with and employ counsel with respect to the management and operation of this Trust and with respect to the exercise of powers given to the Trustee, and he may act on the advice of such counsel without incurring liability on account of any such action. No Trustee shall be liable for, nor shall he be obliged to inquire into, the acts, defaults or omissions of any other Trustee or any prior Trustee hereunder.
- E. Any Trustee, at any time serving hereunder, may authorize, in writing, duly acknowledged and delivered to all other Trustee, any other Trustee or Trustee to act in his place, as Trustee, in the exercise of the powers, authorities and discretions granted herein, and said deputed authority shall continue for the period specified in said writing, but may be revoked at anytime by a writing, duly acknowledged. No purchaser or other person dealing with the Trustee, purporting to act under said deputation in writing, shall be required to inquire into the propriety of the grant thereof or into the question of whether said deputation is still validly in effect. Any Trustee may give, from time to time, as occasion and convenience may require, a duly executed revocable power of attorney to any other Trustee or Trustee to act in

his place and to execute in his name, as Trustee, any instrument, document, or deed of conveyance which the Trustee is authorized by this Trust or by law to execute.

- F. Where more than one Trustee shall serve this Trust, then, in the exercise of any and all powers and on all matters and questions under this Trust, the assent of two of the Trustee shall be required. Any act required to be performed by the Trustee may be performed on their behalf by one Trustee, if he is authorized to perform such act by a writing, signed and duly acknowledged by two of the other Trustee. Any such writing shall be valid and effective, whether or not recorded in any Registry of Deeds or other public office. All checks must be signed by one of the Trustee.
- G. No person or corporation dealing with the Trustee shall, in any manner, be affected by an alteration, amendment or modification of this Trust without actual or constructive knowledge of the same, and shall always be entitled to rely upon a written certificate, signed and acknowledged by the Trustee (a) as to what, if any, alteration, amendment or modification has been made to this trust, (b) as to who is the present Trustee or Trustees, and (c) as to any action taken by the Trustee or any other fact affecting this Trust or the Trust Property. Such certificate may be recorded in any Registry of Deeds or other public office.
- H. The Trustee may, from time to time, adopt and use a form of seal for this Trust.

ARTICLE VII

LIMITED LIABILITY OF TRUSTEE AND BENEFICIARIES

- A. No Trustee shall ever be personally liable for any obligation or liability of this Trust. Each Trustee shall be entitled to reimbursement out of the Trust Property for obligations incurred on behalf of this Trust. Any purchaser, lender, individual, firm, corporation, association, partnership, trust or any other legal entity, or any officer or agent thereof, contracting with the Trustee shall look only to the Trust Property for payment under said contract or for payment of any claim debt, mortgage, damage, judgment or decree, or for any money that otherwise may become due and payable by reason of any failure to pay on the part of the Trustee and no Trustee shall be personally liable therefore.
- B. This Trust is intended to create a trust and not a partnership. The Trustee shall have no power to act as agent for the Beneficiaries, in their individual capacities as such and shall not bind them. None of the Beneficiaries shall be personally liable for any obligation or liability incurred by this Trust or by the Trustee on behalf of this Trust.


ARTICLE VIII
MISCELLANEOUS PROVISIONS

- A. This Trust has been created and is executed in the State of New Hampshire. All questions concerning the meaning, interpretation and intention of the terms and provisions of this Trust, its validity, construction, effect and administration, and all questions relating to the performance of the Trustee, shall be governed by, interpreted, judged and resolved in accordance with the laws of the State of New Hampshire, except with respect to such parts of the Trust Property as are required by law to be governed by the laws of some other jurisdiction, in which case the laws of such other jurisdiction shall govern. If any term, condition right, power, privilege or other provision of this Trust, or the administration of any provision, is adjudicated invalid by court of competent jurisdiction, or should otherwise be deemed unenforceable or invalid, for any reason whatsoever, the remaining provisions of this Trust shall not be affected in any way and shall continue to be fully effective.
- B. Any controversy arising under this Trust may be submitted to any court of competent jurisdiction within the State of New Hampshire and the final adjudication thereof shall be conclusive as to all parties.
- C. The word "Trustee" as used herein, shall be construed to mean the Trustee or any Trustee, corporate or otherwise, at any time acting hereunder, including any successor or additional Trustee. The words "two-thirds of the Beneficiaries" as herein used shall be construed to mean two-thirds of the total beneficial interest of all the Beneficiaries under this Trust.
- D. The words "Trust Property", as used herein shall be construed to mean all property, real and personal, at anytime held by the Trustee hereunder, including any property that may hereafter be conveyed or delivered to him.
- E. Masculine, feminine and neuter pronouns and the words "Trust", "Trustee" and "Trustee" shall include all other genders, and singular shall include the plural, and vice versa, whenever the context and facts require such construction.
- F. Any notices required to be given in writing to the Trustee shall be delivered to him personally, or by certified mail, at the address of this Trust, as set forth in ARTICLE V. Any notices required to be given in writing to the Beneficiaries shall be delivered to each of them personally, or by certified mail, at their respective residence addresses, as they shall appear on the books and records of this Trust.
- G. This Trust may be executed in any number of counterpart copies, each of which shall be deemed to be an original for all purposes.

IN WITNESS WHEREOF, I, Donald Dodge, President, duly authorized of Dodge Financial, Inc., have hereunto set my hand and seal as Trustee hereunder, this 24th day of August 24, 2007, and I do hereby acknowledged receipt of the Theodore Drive 2007 Realty Trust. I accept and agree to carry out all of the terms and provisions hereof.

WITNESS the execution hereof under seal this 24th day of August 24, 2007.

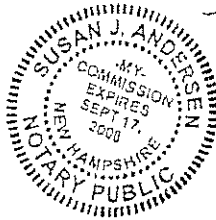

Witness



Donald Dodge, President, duly authorized of Dodge Financial, Inc., Trustee

THE STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 24th day of August 24, 2007 before me, the undersigned officer, personally appeared, Donald Dodge, President, duly authorized of Dodge Financial, Inc. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his voluntary free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public/Justice of the Peace
My commission expires: _____

SCHEDULE OF TRUST BENEFICIARIES
OF
THEODORE DRIVE 2007 REALTY TRUST

The following named persons are the beneficiaries of the Theodore Drive 2007 Realty Trust, and as such are entitled to the earnings, avails and proceeds of the trust property according to the respective interests herein set forth:

Name	Address	Interest
Terrence Burns and Sue A. Burns	[REDACTED]	10.41667%

WITNESS the execution hereof under seal this 24th day of August 2007.

[REDACTED]
Witness

Donald Dodge
Donald Dodge, President, duly authorized of Dodge Financial, Inc., Trustee

THE STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 24th day of August 2007 before me, the undersigned officer, personally appeared, Donald Dodge, President, duly authorized of Dodge Financial, Inc., Trustee of Theodore Drive 2007 Realty Trust, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his voluntary free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



SETTLEMENT STATEMENT

Optional Form for Transactions without Sellers

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 11/30/2009)



Name and Address of Borrower [REDACTED]		Name and Address of Lender FINANCIAL RESOURCES AND ASSISTANCE OF THE LAKE REGION 15 NORTHVIEW DRIVE MEREDITH, NEW HAMPSHIRE 032253	
Property Location (if different from above) 070 THEODORE DRIVE ATLANTA, GEORGIA 30319		Settlement Agent John J. McManus & Associates, P.C. Place of Settlement [REDACTED] Tucker, Georgia 30084	
Loan Number	Mtg Insurance Case No.	Settlement Date 08/24/07	File No. 07-8320A
L. Settlement Charges		M. Disbursement to Others	
800. Items Payable in Connection with Loan		1501. LOAN IN PROGRESS	
801. Loan Origination Fee 7 % FINANCIAL RESOURCES A	112,000.00		1,116,209.70
802. Loan Discount %		1502. Pmt to bldr/To 07-8320 Teal Development, LLC	305,528.40
803. Appraisal Fee to		1503. Payment to Builder Teal Development, LLC	55,000.00
804. Credit Report to		1504.	
805. Lender's Inspection Fee to		1505.	
806. Mtg. Ins. Application Fee to		1506.	
807. Mortgage Broker Fee to		1507.	
808. Flood Certification Fee			
809. Administration Fee			
810. Tax Service Fee			
811. Broker Fee			
812. Appraisal Review Fee			
813. Application Fee			
814. DOCUMENT PREP FEE (1ST LAW OFFICE OF GOULD A	1,250.00	1508.	
815. WIRE FEE LAW OFFICE OF GOULD A	30.00		
900. Items Required by Lender to be Paid In Advance		1509.	
901. Interest from 08/24/07 to 08/01/07 @\$ 569.88 /day	4,558.00	1510.	
902. Mortgage Insurance Premium to		1511.	
903. Hazard Insurance Premium yrs to		1512.	
904.		1513.	
905.		1514.	
1000. Reserves Deposited with Lender		1515.	
1001. Hazard Insurance mo. @ \$ /mo.		1520. TOTAL DISBURSED (enter on line 1603)	1,476,736.10
1002. Mortgage Insurance mo. @ \$ /mo.			
1003. City property taxes mo. @ \$ /mo.			
1004. County property taxes mo. @ \$ /mo.			
1005. Annual Assessments mo. @ \$ /mo.			
1006. mo. @ \$ /mo.			
1007. mo. @ \$ /mo.			
1008. Aggregate Reserve			
1100. Title Charges		N. NET SETTLEMENT	
1101. Settlement or closing fee to John J. McManus&Assoc	2,500.00	1600. Loan Amount	1,600,000.00
1102. Abstract or title search to		Plus P.O.C. Credit	
1103. Title examination to MCMANUS TITLE COMPAN	75.00	1601. Plus Cash/Check from Borrower	
1104. Title insurance binder to		1602. Minus Total Settlement Charges (line 1400)	123,263.90
1105. Document preparation to John J. McManus&Assoc	200.00	1603. Minus Total Disbursements to Others (line 1520)	1,476,736.10
1106. Notary fees to		1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	0.00
1107. Attorney's fees to (Includes above item numbers:)			
1108. Title insurance to John J. McManus&Assoc (Includes above item numbers:)	2,525.00		
1109. Lender's coverage			
1110. Owner's coverage 1,000,000.00 -- 2,525.00			
1111. WIRE FEE John J. McManus&Assoc	30.00		
1112. POST CLOSING FEE John J. McManus&Assoc	95.00		
1113. Courier Fee			
1200. Government Recording and Transfer Charges			
1201. Recording fees			
1202. City/county/stamps			
1203. State tax/stamps			
1204.			
1205.			
1300. Additional Settlement charges			
1301. Survey to			
1302. Pest inspection to			
1303. Architectural/Engineering to			
1304. Building Permit to			
1305. GA Residential Mtg. Fee			
1306.			
1307.			
1308.			
1309.			
1310. Total Settlement Charges			



John J. McManus & Associates, P.C.
Date
RUF 0600508

Return to:
Law Office of Gould & Burke, PLLC
P.O. Box 666
Meredith, New Hampshire 03253

I HEREBY CERTIFY THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL

BY: B Fleckenstein

[Space Above This Line For Recording Data]

SECURITY DEED

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 24, 2007, together with any Riders and/or Assignments to this document.

(B) "Borrower" is Rodrick Barnett and . Borrower is the grantor under this Security Instrument.

(C) "Lender" is Greatland Project Development, Inc.. Lender is a corporation organized and existing under the laws of New Hampshire. Lender's address is PO Box 7017, Gilford, NH 03247. Lender is the grantee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated August 24, 2007. The Note states that Borrower owes Lender One Million Six Hundred Thousand Dollars (U.S. \$1,600,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2008.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of DeKalb of Atlanta, Georgia :

which currently has the address of 1070 Theodore Drive, Atlanta Georgia 30319. "Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument

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received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used

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in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may

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require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property (as set forth below). Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall

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continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

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18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be

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reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

R.B.

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

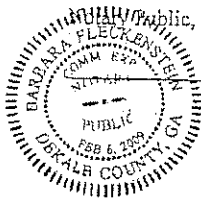
Signed, sealed and delivered in the presence of:

[Redacted Signature]
Unofficial Witness

[Redacted Signature] (Seal)
Rodrick Barnett- Borrower

[Redacted Signature] Dekalb
County

[Space Below This Line For Acknowledgment]



GEORGIA

LOAN #:

GRANTOR: RODERICK BARNETT

LENDER: FINANCIAL RESOURCES AND ASSISTANCE OF THE LAKE REGION

DATE OF SECURITY DEED: August 24, 2007

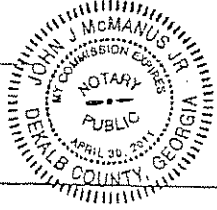
WAIVER OF BORROWER'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR:

Signed, sealed and delivered in the presence of

[Redacted signature]
Notary Public [Signature]



[Redacted signature] (SEAL)
RODERICK BARNETT - Grantor
- Grantor (SEAL)
- Grantor (SEAL)
- Grantor (SEAL)

CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of Borrower's Rights" by the Borrower, I reviewed with and explained to the Borrower the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower of Borrower's rights. After said review with and explanation to Borrower, Borrower executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower, it is my opinion that Borrower knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me on the date set forth above.

[Redacted signature]
Notary Public [Signature]

[Redacted signature]
Closing Attorney

FORECLOSURE CLOSING DISCLOSURE

O.C.G.A. Section 44-14-3 requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.

[Redacted signature]
RODERICK BARNETT

[Redacted signature]

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 275 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the North side of Theodore Drive three hundred seventy two and forty-five hundredths (372.45) feet Easterly of the Northeast corner of Georgia Avenue and Theodore Drive; running thence Easterly along the North side of Theodore Drive sixty-two (62.00) feet to a point; thence Northerly two hundred eighty five (285) feet to a point; thence Westerly sixty-two (62.00) feet to a point, thence Southerly two hundred eighty eight (288) feet to the North side of Theodore Drive and the point of beginning.

The above-described property being a portion of that certain property shown as Parcel One in that certain Deed of Assant to Christine Allen Sanford Jackson, dated October 1, 1993, and recorded at Deed Book 7862, Page 126, DeKalb County Records. A

RB

BUR 0000535